

DISABILITY RIGHTS ADVOCATES
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UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA

CENTER FOR INDEPENDENT LIVING,
INC., JANET BROWN, and LISA KILGORE
on behalf of themselves and all others
similarly situated,

Plaintiffs,

v.

WAL-MART STORES, INC.,

Defendant.

Case No. 3:12-CV-03885-CRB

**~~[PROPOSED]~~ ORDER RE STIPULATION
OF VOLUNTARY DISMISSAL OF CASE
& RETENTION OF JURISDICTION TO
ENFORCE SETTLEMENT AGREEMENT**

Judge: Hon. Charles R. Breyer

Action filed: July 25, 2012

[PROPOSED] ORDER

Pursuant to the Parties' Stipulation of Voluntary Dismissal of Case & Retention of Jurisdiction to Enforce Settlement Agreement and the non-class settlement agreement reached by and between Plaintiffs CENTER FOR INDEPENDENT LIVING, INC., JANET BROWN, and LISA KILGORE (collectively, "CIL Plaintiffs") and Defendant WAL-MART STORES, INC. ("Wal-Mart") (the "CIL Agreement"), the terms of which are expressly incorporated herein, all individual claims by CIL Plaintiffs against Wal-Mart are hereby dismissed, with prejudice, subject to the terms of the CIL Agreement.

Given that no class has been certified in this action, and there is no remaining case or controversy to be decided within the meaning of Article III of the Constitution, all class claims are hereby dismissed for mootness, without prejudice. The designation of CIL Plaintiffs' counsel as Interim Class Counsel is hereby removed.

This Court retains jurisdiction to enforce the terms of the CIL Agreement for its duration. *Kokkonen v. Guardian Life Ins. Co. of Amer.*, 511 U.S. 375, 381-82 (1994) ("[T]he court is authorized to embody the settlement contract in its dismissal order (or, what has the same effect, retain jurisdiction over the settlement contract) if the parties agree."); *see also, K.C. ex rel. Erica C. v. Torlakson*, 2012 WL 1380243, at *1 (N.D. Cal. Apr. 20, 2012). Should this Court become unavailable during the term of the CIL Agreement, the Parties shall request that another judge or magistrate judge be assigned authority over this matter. Each party shall bear their own fees and costs, except as otherwise provided for in the CIL Agreement.

IT IS SO ORDERED.

Dated: January 23, 2017

By: 

Honorable Charles R. Breyer